

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

BEVERLY ADKINS, CHARMAINE WILLIAMS,
REBECCA PETTWAY, RUBBIE McCOY,
WILLIAM YOUNG, on behalf of themselves and all
others similarly situated, and MICHIGAN LEGAL
SERVICES,

Plaintiffs,

v.

MORGAN STANLEY, MORGAN STANLEY &
CO. LLC, MORGAN STANLEY ABS CAPITAL I
INC., MORGAN STANLEY MORTGAGE
CAPITAL INC., and MORGAN STANLEY
MORTGAGE CAPITAL HOLDINGS LLC,

Defendants.

1:12-cv-7667-HB

**NOTICE OF DEFENDANTS’
MOTION TO STAY
PROCEEDINGS PENDING A
DECISION BY THE SUPREME
COURT IN *MOUNT HOLLY* OR, IN
THE ALTERNATIVE, TO CERTIFY
AN APPEAL PURSUANT TO 28
U.S.C. § 1292(b)**

PLEASE TAKE NOTICE that, based upon the accompanying memorandum of law, defendants Morgan Stanley, Morgan Stanley & Co. LLC, Morgan Stanley ABS Capital I Inc., Morgan Stanley Mortgage Capital Inc., and Morgan Stanley Mortgage Capital Holdings LLC (“Defendants”) hereby move this Court, the Honorable Harold Baer, United States District Judge for the Southern District of New York, United States Courthouse, 500 Pearl Street, New York, NY 10007-1312, for an order staying these proceedings pending the Supreme Court’s decision in *Township of Mount Holly v. Mount Holly Gardens Citizens in Action, Inc.*, No. 11-1507.

In the alternative, pursuant to 28 U.S.C. § 1292(b), and based upon the accompanying memorandum of law, Defendants hereby move this Court for an order certifying its Opinion and Order dated July 25, 2013, for an interlocutory appeal as to the following three controlling issues

of law as to which there is a substantial ground for difference of opinion and the resolution of which will materially advance the termination of this litigation:

1. whether the Fair Housing Act (“FHA”) statute of limitations excludes a discovery rule;
2. whether a loan purchaser can be liable under the FHA for discrimination that is measured only in the terms and conditions of transactions in a different party’s book of business; and
3. whether a loan purchaser can be liable under the FHA based upon discrimination in the terms and conditions of loans that it never even purchased.

Dated: August 5, 2013

Respectfully submitted,

/s/ Noah A. Levine

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